

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**MERRILL LYNCH, PIERCE, FENNER
& SMITH INCORPORATED,**

Plaintiff,

v.

JAMES A. MILNES,

Defendant.

CASE NO. _____

JUDGE _____

**MERRILL LYNCH’S PETITION TO CONFIRM
ARBITRATION AWARD AND FOR ENTRY OF FINAL JUDGMENT**

Plaintiff Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”), by its undersigned attorneys, respectfully petitions this Court for an Order confirming the award of a duly appointed securities industry arbitration panel (the “Panel”), together with interest, fees, and costs, pursuant to the Federal Arbitration Act and the Financial Industry Regulatory Authority Code of Arbitration Procedure (the “Petition”). In support thereof, Merrill Lynch avers as follows:

THE PARTIES

1. Merrill Lynch is a national securities brokerage firm and a member firm of the Financial Industry Regulatory Authority (“FINRA”).

2. James A. Milnes (“Milnes”) is a citizen of the Commonwealth of Pennsylvania, and, upon information and belief, resides at 512 Dorset Road, Devon, Pennsylvania. Milnes was employed as a Financial Advisor in Merrill Lynch’s Philadelphia office from December 2002 to September 2008.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the present Petition under 28 U.S.C. § 1332(a). Milnes is a citizen of the Commonwealth of Pennsylvania and Merrill Lynch is a corporation incorporated under the laws of the State of Delaware with its principal place of business in the State of New York. Merrill Lynch is therefore a citizen of both Delaware and New York. The matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

4. Pursuant to 28 U.S.C. § 1391, the Eastern District of Pennsylvania is the proper venue for this Petition because the cause of action accrued in Philadelphia County, Pennsylvania and the arbitration hearing was held in Philadelphia, Pennsylvania.

THE FINRA ARBITRATION

5. When Milnes began his employment with Merrill Lynch, he received a loan from Merrill Lynch in the amount of \$600,000, the terms of which are set forth in the *Promissory Note* attached hereto as Exhibit “A.”

6. By executing the *Promissory Note*, Milnes agreed to repay Merrill Lynch the principal loan in the amount of \$600,000, together with interest at a rate of 4.75% per annum. See Exhibit “A” at ¶ 1.

7. In addition, Milnes contractually agreed to pay Merrill Lynch’s reasonable attorney’s fees in the event legal proceedings were required for collection of any outstanding balances under the *Promissory Note*. See Exhibit “A” at ¶ 7.

8. On September 15, 2008, Milnes voluntarily resigned his employment with Merrill Lynch.

9. Despite Merrill Lynch’s demand for repayment, Milnes failed and refused to

repay the balance of the *Promissory Note* after his resignation.

10. Therefore, on October 5, 2009, Merrill Lynch instituted an arbitration action with FINRA, captioned Merrill Lynch, Pierce, Fenner & Smith Incorporated v. James A. Milnes, FINRA No. 09-05711, to collect the balance, plus interest and attorney's fees, on the *Promissory Note*.

11. On February 7, February 8, and July 13, 2011, Merrill Lynch and Milnes arbitrated Merrill Lynch's claims against Milnes, as well as Milnes's counterclaims for breach of contract and negligence, in a FINRA arbitration proceeding in Philadelphia, Pennsylvania.

12. Milnes was bound to and did knowingly and voluntarily arbitrate the claims asserted in the arbitration pursuant to an arbitration agreement set forth in ¶ 5 on page 12 of 15 of his Uniform Application for Securities Industry Registration ("Form U-4"). Milnes's Form U-4 is attached hereto as Exhibit "**B.**"

13. Along with the Form U-4, Milnes also signed a disclosure in which he again agreed to arbitrate any dispute with Merrill Lynch. See id., Attachment A.

14. On September 8, 2011, FINRA served the parties with the Panel's Award, which requires Milnes to pay Merrill Lynch \$134,204.50 in compensatory damages, \$18,018.72 in accrued interest, and \$81,758.21 in attorney's fees, for a total award of \$233,981.43. A true and correct copy of the Award is attached hereto as Exhibit "**C.**"

15. Milnes agreed in his Form U-4 that "any arbitration award rendered against me may be entered as a judgment in any court of competent jurisdiction." See Exhibit "**B.**"

16. The FINRA Code of Arbitration Procedure, the rules governing FINRA arbitrations ("FINRA Rules"), provides that FINRA arbitration awards "may be entered as a judgment in any court of competent jurisdiction." See FINRA Rule 13904(a), attached hereto as

Exhibit “D.”

17. The Federal Arbitration Act (“FAA”) governs the Petition because the arbitration agreement in this case, the Form U-4, is a contract evidencing a transaction involving interstate commerce.

18. The FAA states that “[a]ny application to the court” under the FAA “shall be made and heard in the manner provided by law for the making and hearing of motions,” unless otherwise provided in the FAA. 9 U.S.C. § 6.

19. The FAA further provides that, if the parties have agreed that a judgment shall be entered upon an award, then at any time within one year after the award is made, any party to the arbitration may seek to confirm it, and the court must confirm the award unless it is vacated, modified, or corrected. 9 U.S.C. § 9.

20. Accordingly, this Court should confirm the Award because: (1) Milnes agreed to arbitrate all claims, and agreed that any arbitration award against him may be entered as a judgment by any court of competent jurisdiction (Exhibit “B” at ¶ 5); (2) the Award was issued in the City of Philadelphia, Philadelphia County, within the jurisdiction of the United States District Court for the Eastern District of Pennsylvania; (3) the Award was issued in September 2011 (Exhibit “C”), which is within the one-year time limitation set forth in the FAA; and (4) the Award has not been “vacated, modified, or corrected as prescribed in sections 10 and 11 of [the FAA].” 9 U.S.C. § 9.

INTEREST OWED ON THE AWARD

21. The FINRA Rules provide that an award bears interest from the date the award was rendered if it is not paid within thirty (30) days of receipt. See FINRA Rule 13904(j), attached hereto as Exhibit “D.”

22. FINRA's letter serving the Award reiterated Rule 13904(j)'s requirements by specifically providing that "the responsible party must pay any monetary awards within 30 days of receipt unless a motion to vacate has been filed with a court of competent jurisdiction. If an award is not paid within 30 days, the responsible party must pay post-judgment interest at the legal rate or as provided in the award by the arbitrators." See Letter dated September 8, 2011 from FINRA, attached hereto as Exhibit "E."

23. In a separate letter to Milnes's counsel, FINRA advised that the "30-day period ends on: October 10, 2011." See Letter dated September 8, 2011 from FINRA, attached hereto as Exhibit "F."

24. As of the date of this Petition, Milnes has failed to satisfy his obligations under the terms of the Award, and the Award has not been vacated, modified, or corrected.

25. Milnes owes annual interest on the Award (which does not, itself, provide a post-judgment interest rate), at the "legal rate of interest" of six percent per year from September 8, 2011 (the date the award was rendered) until he satisfies the Award. 41 P.S. § 202 (2011).

ATTORNEY'S FEES AND COSTS SHOULD BE AWARDED

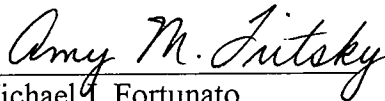
26. Pursuant to the *Promissory Note*, Milnes agreed to pay Merrill Lynch's reasonable attorney's fees "[i]n the event legal proceedings are required to be brought for collection of any amount under this Promissory Note." See Exhibit "A" at ¶ 7.

27. Consequently, Milnes owes Merrill Lynch the fees it has incurred in filing this Petition.

28. In addition, the Court should assess all costs for this action against Milnes. See Fed. R. Civ. P. 54(d)(1).

WHEREFORE, Merrill Lynch hereby moves for entry of an Order confirming the Award, plus applicable interest. Merrill Lynch also seeks the costs, including attorney's fees, incurred with filing the Petition and any other relief as this Court deems just and proper.

Respectfully submitted,



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*Attorneys for Plaintiff Merrill Lynch,
Pierce, Fenner & Smith Incorporated*

Dated: November 1, 2011

EXHIBIT "A"

PROMISSORY NOTE

FOR VALUE RECEIVED and other good and valuable consideration, the undersigned unconditionally promises to pay to the order of MERRILL LYNCH, PIERCE, FENNER & SMITH INC., at One Liberty Place, 1650 Market Street (29), Philadelphia, PA 19103, the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) with interest at the rate of Four and Three Quarters (4.750%) per annum.

A full explanation of the components of the payments is included on the loan schedule attached and incorporated by reference. Such payments shall be repaid to Merrill Lynch in the manner as follows:

The sum Eight Thousand Six Hundred Seventy Two and 78/100 Dollars (\$8,672.78) shall be deducted each month from the undersigned's compensation at the time compensation is paid during each month from April 2003 through December 2009. For purposes of this Note, "compensation" shall include, but not be limited to, incentive compensation, transition compensation, bonuses and/or monthly salary.

By signing this Note, the undersigned explicitly authorizes Merrill Lynch to deduct this amount from compensation on a monthly basis, as long as the loan remains unpaid. The undersigned acknowledges that Merrill Lynch will make these deductions solely to facilitate the payment of interest and principal and that these deductions are a benefit to the undersigned.

Should the combined net after-tax amount of the undersigned's compensation for any month be an amount less than Eight Thousand Six Hundred Seventy Two and 78/100 Dollars (\$8,672.78), then Merrill Lynch may recover any deficiency from any account held at Merrill Lynch by the undersigned alone or jointly with another (including, but not limited to, the undersigned's Cash Management Account), and/or from any compensation, credits, or property of the undersigned that is/are in the possession or control of Merrill Lynch for any reason. Additionally, the undersigned understands and agrees that any deficiency outstanding at the end of any month may be deducted from any subsequent compensation.

The undersigned shall have the right to prepay this Note in whole or in part at any time without penalty. Merrill Lynch in its sole discretion may demand payment earlier than the due dates recited herein.

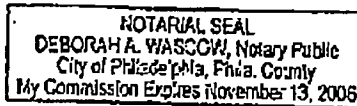
The undersigned hereby waives demand, presentment for payment, notice of non-payment and protest. In the event legal proceedings are required to be brought for collection of any amount under this Promissory Note, the undersigned promises to pay reasonable attorney's fees.



JAMES MILNES

State of PA)
County of Phila) ss.

Subscribed and Sworn to
before me this 6th day
of December, 2002.



Deborah A Wassow
NOTARY PUBLIC

EXHIBIT "B"

FORM U-4

UNIFORM APPLICATION FOR SECURITIES INDUSTRY REGISTRATION OR TRANSFER

U4 - RELICENSE

12/13/2002

Rev Form U-4 (03/2002)

1. GENERAL INFORMATION

First Name: JAMES
Middle Name: ANTHONY
Firm CRD #: 7691
Firm Name: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
Firm Billing Code: 050-871
Individual CRD #: 1311457
Office of Employment Address Street 1: ONE LIBERTY PLACE
City: PHILADELPHIA
State: Pennsylvania
Private Residence Check Box:

Last Name: MILNES
Suffix: JR

Employment Date (MM/DD/YYYY): 12/06/2002
CRD Branch #:

Individual SSN: 161-44-5575

Office of Employment Address Street 2: 1650 MARKET PLACE

Country: USA
Postal Code: 19103

If the Office of Employment address is a private residence, check this box. ☐

2. FINGERPRINT INFORMATION

Rev Form U-4 (03/2002)

Electronic Filing Representation

☒ By selecting this option, I represent that I am submitting or promptly will submit to the appropriate SRO a fingerprint card ~~as~~ required under applicable SRO rules.

Fingerprint card barcode 2025090433

Exceptions to the Fingerprint Requirement

☒ By selecting this option, I affirm that

- I have been employed continuously by the filing firm in an unregistered capacity since the last submission of a fingerprint card, or
- I am exempt from the fingerprint requirement because I meet one or more of the exemptions established by Rule 17c-2 under the Securities Exchange Act of 1934.

Investment Adviser Representative Only Applicants

☒ I affirm that I am applying only as an investment adviser representative and that I am not also applying or have not also applied to become a

https://filing.crd.nasdr.com/firm/u4u5/crd_frm_u4u5viewHist.asp?FR=0&ReNum=2925815075639BI;D&form=U4&type=RELICENSE 12/13/02

OFFICE OF GENERAL COUNSEL
 REGISTRATION DEPT
 DEC 31 2012

broker-dealer representative. If this radio button/box is selected, continue below.

- ☐ I am applying for registration only in *jurisdictions* that do not have fingerprint card filing requirements, or
- ☐ I am applying for registration in *jurisdictions* that have fingerprint card filing requirements and I am submitting the appropriate fingerprint card directly to the *jurisdictions* for processing.

Rev Form U-4 (03/2002)

3. REGISTRATIONS WITH UNAFFILIATED FIRMS

Some *jurisdictions* prohibit "dual registration," which occurs when an individual chooses to maintain a concurrent registration as a representative/agent with two or more *firms* (either BD or IA *firms*) that are not affiliated. *Jurisdictions* that prohibit dual registration would not, for example, permit a broker-dealer agent working with brokerage *firm* A to maintain a registration with brokerage *firm* B if *firms* A and B are not owned or controlled by a common parent. Before seeking a dual registration status, you should consult the applicable rules or statutes of the *jurisdictions* with which you seek registration for prohibitions on dual registrations or any liability provisions.

Please indicate whether the individual will maintain a "dual registration" status by answering the questions in this section. (Note: An individual should answer 'yes' only if the individual is currently registered and is seeking registration with a *firm* (either BD or IA) that is not affiliated with the individual's current employing *firm*. If this is an initial application, an individual must answer 'no' to these questions; a "dual registration" may be initiated only after an initial registration has been established)

Answer "yes" or "no" to the following questions:

- A.** Will *applicant* maintain registration with a broker-dealer that is not affiliated with the *filing firm*? If you answer "yes," list the *firm* ☐ **Yes** ☒ **No**
(s) in Section 12 (Employment History)
- B.** Will *applicant* maintain registration with an investment adviser that is not affiliated with the *filing firm*? If you answer "yes," list ☐ **Yes** ☒ **No**
the *firm(s)* in Section 12 (Employment History)

Rev Form U-4 (03/2002)

4. SRO REGISTRATIONS

Check appropriate SRO Registration requests.

Qualifying examinations will be automatically scheduled if needed. If you are only scheduling or re-scheduling an exam, skip this section and complete Section 7 (EXAMINATION REQUESTS).

REGISTRATION CATEGORY	NASD	NYSE	AMEX	BSE	CSE	PCX	CBOE	CHX	PHLX	ISE
OP - Registered Options Principal (S4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IR - Investment Company and Variable Contracts Products Rep (S6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

https://filing.crd.nasdr.com/FRM/u4u5/CRD_FRM_U4U5ViewHist.asp?FR=0&ReNum=2925815075639BED&form=U4&type=RELICENSE 12/13/02

	NASD	NYSE	AMEX	BSE	CSE	PCX	CBOE	CHX	PHLX	ISE
GS - Full Registration/General Securities Representative (S7)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TR - Securities Trader (S7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TS - Trading Supervisor (S7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SU - General Securities Sales Supervisor (S9 and S10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BM - Branch Office Manager (S9 and S10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SM - Securities Manager (S12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AR - Assistant Representative/Order Processing (S11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REGISTRATION CATEGORY	NASD	NYSE	AMEX	BSE	CSE	PCX	CBOE	CHX	PHLX	ISE
IE - United Kingdom - Limited General Securities Registered Representative (S17)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DR - Direct Participation Program Representative (S22)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GP - General Securities Principal (S24)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IP - Investment Company and Variable Contracts Products Principal (S26)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FA - Foreign Associate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FN - Financial and Operations Principal (S27)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FI - Introducing Broker-Dealer/Financial and Operations Principal (S28)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DP - Direct Participation Program Principal (S39)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OR - Options Representative (S42)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REGISTRATION CATEGORY	NASD	NYSE	AMEX	BSE	CSE	PCX	CBOE	CHX	PHLX	ISE
MR - Municipal Securities Representative (S52)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MP - Municipal Securities Principal (S53)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CS - Corporate Securities Representative (S62)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RG - Government Securities Representative (S72)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PG - Government Securities Principal (S73)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SA - Supervisory Analyst (S16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PR - Limited Representative - Private Securities Offerings (S82)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CD - Canada-Limited General Securities Registered Representative (S37)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CN - Canada-Limited General Securities Registered Representative (S38)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REGISTRATION CATEGORY	NASD	NYSE	AMEX	BSE	CSE	PCX	CBOE	CHX	PHLX	ISE

[illegible]

5. JURISDICTION REGISTRATION

Check appropriate *jurisdiction(s)* for AG (Broker-Dealer Agent) and/or RA (Investment Adviser Representative) registration requests.

JURISDICTION			JURISDICTION			JURISDICTION			JURISDICTION		
AG	RA	JURISDICTION	AG	RA	JURISDICTION	AG	RA	JURISDICTION	AG	RA	JURISDICTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alabama	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Illinois	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montana	<input type="checkbox"/>	<input type="checkbox"/>	Puerto Rico
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alaska	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Indiana	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nebraska	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rhode Island
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arizona	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Iowa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nevada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	South Carolina
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arkansas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kansas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	New Hampshire	<input checked="" type="checkbox"/>	<input type="checkbox"/>	South Dakota
<input checked="" type="checkbox"/>	<input type="checkbox"/>	California	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kentucky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	New Jersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tennessee
		Colorado			Louisiana	<input checked="" type="checkbox"/>	<input type="checkbox"/>	New Mexico	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Texas

7. EXAMINATION REQUESTS		Rev. Form U-4 (03/2002)			
<p>Scheduling or Rescheduling Examinations Complete this section only if you are scheduling or rescheduling an examination or continuing education session. Do not select the Series 63 or 65 examinations in this section if you have completed Section 5 (JURISDICTION REGISTRATION) and have selected registration in a <i>jurisdiction</i>. If you have completed Section 5 (JURISDICTION REGISTRATION), and requested a Broker Dealer Agent (AG) registration in a <i>jurisdiction</i> that requires that you pass the Series 63 examination, a Series 63 examination will be automatically scheduled for you upon submission of this Form U-4. If you have completed Section 5 (JURISDICTION REGISTRATION), and requested an Investment Adviser Representative (RA) registration in a <i>jurisdiction</i> that requires that you pass the Series 65 examination, a Series 65 examination will be automatically scheduled for you upon submission of this Form U-4.</p>					
<input type="checkbox"/> S3 <input type="checkbox"/> S4 <input type="checkbox"/> S5 <input type="checkbox"/> S6 <input type="checkbox"/> S7 <input type="checkbox"/> S7A <input type="checkbox"/> S9	<input type="checkbox"/> S11 <input type="checkbox"/> S12 <input type="checkbox"/> S14 <input type="checkbox"/> S14A <input type="checkbox"/> S15 <input type="checkbox"/> S16 <input type="checkbox"/> S17	<input type="checkbox"/> S22 <input type="checkbox"/> S24 <input type="checkbox"/> S25 <input type="checkbox"/> S26 <input type="checkbox"/> S27 <input type="checkbox"/> S28 <input type="checkbox"/> S30	<input type="checkbox"/> S32 <input type="checkbox"/> S33 <input type="checkbox"/> S37 <input type="checkbox"/> S38 <input type="checkbox"/> S39 <input type="checkbox"/> S42 <input type="checkbox"/> S43	<input type="checkbox"/> S51 <input type="checkbox"/> S52 <input type="checkbox"/> S53 <input type="checkbox"/> S55 <input type="checkbox"/> S62 <input type="checkbox"/> S63 <input type="checkbox"/> S65	<input type="checkbox"/> S72 <input type="checkbox"/> S73 <input type="checkbox"/> S82 <input type="checkbox"/> S101 <input type="checkbox"/> S106 <input type="checkbox"/> S201

<input checked="" type="checkbox"/> S10	<input type="checkbox"/> S21	<input type="checkbox"/> S31	<input checked="" type="checkbox"/> S66
Other (Paper Form Only)			
OPTIONAL Foreign Exam City		Date (MM/DD/YYYY)	
Rev. Form U-4 (03/2002)			
8. PROFESSIONAL DESIGNATIONS			
Select each designation you currently maintain			
<input type="checkbox"/> Certified Financial Planner			
<input type="checkbox"/> Chartered Financial Consultant (ChFC)			
<input type="checkbox"/> Personal Financial Specialist (PFS)			
<input type="checkbox"/> Chartered Financial Analyst (CFA)			
<input type="checkbox"/> Chartered Investment Counselor (CIC)			

Rev. Form U-4 (03/2002)			
9. IDENTIFYING INFORMATION / NAME CHANGE			
First Name: JAMES	Middle Name: ANTHONY	Last Name: MILNES	
Suffix: JR	Date of Birth (MM/DD/YYYY) 05/08/1953	Country of Birth	
State/Province of Birth PENNSYLVANIA	Height (m) 0	Sex <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Weight (lbs) 200
Hair Color BROWN	Eye Color BROWN		

Rev. Form U-4 (03/2002)			
10. OTHER NAMES			
Enter all other names that you have used or are using, or by which you are known or have been known, other than your legal name, since the age of 18. This field should include, for example, nicknames, aliases, and names used before or after marriage			
First Name	Middle Name	Last Name	Suffix
https://filing.crd.nasdr.com/IRMa/u4u5/CRD_FRM_U4U5View/first.asp?FR=0&RefNum=2925815075639BED&form=U4&type=RELICENSIE 12/13/02			

Individual Name	MILNES (JR), JAMES ANTHONY	SSN	161-44-5575
Individual CRD #	1311457	Firm CRD #	7691

U4 - RELICENSE**12/13/2002**

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12. EMPLOYMENT HISTORY

Provide complete employment history for the past 10 years. Include the firm(s) noted in Section 1 (GENERAL INFORMATION) and Section 6 (REGISTRATION REQUESTS WITH AFFILIATED FIRMS). Include all firm(s) from Section 3 (REGISTRATION WITH UNAFFILIATED FIRMS) Account for all time including full and part-time employments, self employment, military service, and homemaking. Also include statuses such as unemployed, full-time education, extended travel, or other similar statuses.

Report changes as they occur.

From	To	Name of Firm or Company	Investment-Related business?	City	State	Country	Position
12/2002		MERRILL LYNCH	<input checked="" type="radio"/> Yes <input type="radio"/> No	PHILADELPHIA	PA	USA	VP - FINANCIAL ADVISOR
03/1999	12/2002	DONALDSON, LUFKIN & JENRETTE SECURITIES CORPORATION	<input checked="" type="radio"/> Yes <input type="radio"/> No	BALA CYNWYD	PA		VP - FINANCIAL ADVISOR
09/1997	03/1999	BT ALEX. BROWN INCORPORATED	<input checked="" type="radio"/> Yes <input type="radio"/> No	PHILADELPHIA	PA		OTHER - REPRESENTATIVE
02/1995	06/1997	STARBOARD CAPITAL MARKETS, INC	<input checked="" type="radio"/> Yes <input type="radio"/> No	PHILADELPHIA	PA		MANAGING DIRECTOR
06/1991	02/1995	CS FIRST BOSTON CORPORATION	<input checked="" type="radio"/> Yes <input type="radio"/> No	PHILADELPHIA	PA		OTHER - VP SALES TFI
05/1989	06/1991	SMITH BARNEY, HARRIS UPHAM & CO , INCORPORATED	<input checked="" type="radio"/> Yes <input type="radio"/> No	PHILADELPHIA	PA		OTHER - VP SALES TFI
06/1984	05/1989	GOLDMAN, SACHS & CO.	<input checked="" type="radio"/> Yes <input type="radio"/> No	PHILADELPHIA	PA		OTHER - VP SALES TFI

trading hours, and briefly describe your duties relating to the other business.

☒ Yes ☐ No

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14. DISCLOSURE QUESTIONS

IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IS 'YES', COMPLETE DETAILS OF ALL EVENTS OR PROCEEDINGS ON APPROPRIATE DRP(S)

REFER TO THE EXPLANATION OF TERMS SECTION OF FORM U-4 INSTRUCTIONS FOR EXPLANATIONS OF ITALICIZED TERMS.

Criminal Disclosure

14A. (1) Have you ever: **YES NO**

- (a) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any *felony*? ☐ ☒
- (b) been *charged* with any *felony*? ☐ ☒

(2) Based upon activities that occurred while you exercised control over it, has an organization ever:

- (a) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic or foreign court to any *felony*? ☐ ☒
- (b) been *charged* with any *felony*? ☐ ☒

14B. (1) Have you ever:

- (a) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to a *misdemeanor involving*: investments or an *investment-related* business or any fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses? ☐ ☒
- (b) been *charged* with a *misdemeanor* specified in 14B(1)(a)? ☐ ☒

(2) Based upon activities that occurred while you exercised control over it, has an organization ever:

- (a) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic or foreign court to a *misdemeanor* specified in 14B(1)(a)? ☐ ☒
- (b) been *charged* with a *misdemeanor* specified in 14B(1)(a)? ☐ ☒

Regulatory Disciplinary Actions

14C. Has the U.S. Securities and Exchange Commission or the Commodity Futures Trading Commission ever: **YES NO**

- (1) *found* you to have made a false statement or omission? ☐ ☒
- (2) *found* you to have been *involved* in a violation of its regulations or statutes? ☐ ☒
- (3) *found* you to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, ☐ ☒

revoked, or restricted?			
(4) entered an <u>order</u> against you in connection with <u>investigative</u> activity?			<input type="radio"/>
(5) imposed a civil money penalty on you, or assessed your cost from any activity?			<input type="radio"/>
14D. Has any other Federal regulatory agency or any agency or foreign financial regulatory authority ever:			
(1) <u>found</u> you to have made a false statement or omitted a material fact, unfair or unethical?			<input type="radio"/>
(2) <u>found</u> you to have been <u>involved</u> in a violation of regulation(s) or statute(s)?			<input type="radio"/>
(3) <u>found</u> you to have been a cause of an <u>investigative</u> business activity involving its authorization to do business denied, suspended, revoked or restricted?			<input type="radio"/>
(4) entered an <u>order</u> against you in connection with <u>investment-related</u> activity?			<input type="radio"/>
(5) denied, suspended, or revoked your registration or license or otherwise, by <u>order</u> , prevented you from associating with an <u>investment-related</u> business or restricted your activities?			<input type="radio"/>
14E. Has any self-regulatory organization or commodities exchange ever:			
(1) <u>found</u> you to have made a false statement or omission?			<input type="radio"/>
(2) <u>found</u> you to have been <u>involved</u> in a violation of its rules (other than a violation designated as a " <u>minor rule violation</u> " under a plan approved by the U.S. Securities and Exchange Commission)?			<input type="radio"/>
(3) <u>found</u> you to have been the cause of an <u>investment-related</u> business having its authorization to do business denied, suspended, revoked or restricted?			<input type="radio"/>
(4) disciplined you by expelling or suspending you from membership, barring or suspending your association with its members, or restricting your activities?			<input type="radio"/>
14F. Has your authorization to act as an attorney, accountant or federal contractor ever been revoked or suspended?			
			<input type="radio"/>
14G. Have you been notified, in writing, that you are now the subject of any:			
(1) regulatory complaint or proceeding that could result in a "yes" answer to any part of 14C, D or E? (If yes, complete the Regulatory Action Disclosure Reporting Page)			<input type="radio"/>
(2) investigation that could result in a "yes" answer to any part of 14A, B, C, D or E? (If yes, complete the Investigation Disclosure Reporting Page)			<input type="radio"/>
Civil Judicial Actions			
14H. (1) Has any domestic or foreign court ever:			YES NO
(a) <u>enjoined</u> you in connection with any <u>investment-related</u> activity?			<input type="radio"/>
(b) <u>found</u> that you were <u>involved</u> in a violation of any <u>investment-related</u> statute(s) or regulation(s)?			<input type="radio"/>
(c) dismissed, pursuant to a settlement agreement, an <u>investment-related</u> civil action brought against you by a state or foreign <u>financial regulatory authority</u> ?			<input type="radio"/>

(2) Are you named in any pending investment-related civil action that could result in a "yes" answer to any part of 14H(1)?

Customer Complaints

14I. (1) Have you ever been named as a respondent/defendant in an investment-related, consumer-initiated arbitration or YES NO
civil litigation which alleged that you were involved in one or more sales practice violations and which:

- (a) is still pending, or; ☐ YES ☒ NO
(b) resulted in an arbitration award or civil judgment against you, regardless of amount, or, ☐ YES ☒ NO
(c) was settled for an amount of \$10,000 or more? ☐ YES ☒ NO

(2) Have you ever been the subject of an investment-related, consumer-initiated complaint, not otherwise reported under question 14I(1) above, which alleged that you were involved in one or more sales practice violations, and which complaint was settled for an amount of \$10,000 or more? ☐ YES ☒ NO

(3) Within the past twenty four (24) months, have you been the subject of an investment-related, consumer-initiated, written complaint, not otherwise reported under question 14I(1) or (2) above, which:

- (a) alleged that you were involved in one or more sales practice violations and contained a claim for compensatory damages of \$5,000 or more (if no damage amount is alleged, the complaint must be reported unless the firm has made a good faith determination that the damages from the alleged conduct would be less than \$5,000), or; ☐ YES ☒ NO
(b) alleged that you were involved in forgery, theft, misappropriation or conversion of funds or securities? ☐ YES ☒ NO

Terminations

14J. Have you ever voluntarily resigned, been discharged or permitted to resign after allegations were made that accused you of: YES NO

- (1) violating investment-related statutes, regulations, rules, or industry standards of conduct? ☐ YES ☒ NO
(2) fraud or the wrongful taking of property? ☐ YES ☒ NO
(3) failure to supervise in connection with investment-related statutes, regulations, rules or industry standards of conduct? ☐ YES ☒ NO

Financial

14K. Within the past 10 years:

- (1) have you made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition? YES NO ☐ YES ☒ NO
(2) based upon events that occurred while you exercised control over it, has an organization made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition? ☐ YES ☒ NO
(3) based upon events that occurred while you exercised control over it, has a broker or dealer been the subject of an involuntary bankruptcy petition, or had a trustee appointed, or had a direct payment procedure initiated under the Securities Investor Protection Act? ☐ YES ☒ NO

14L. Has a bonding company ever denied, paid out on, or revoked a bond for you? ☐ YES ☒ NO

14M. Do you have any unsatisfied judgments or liens against you?

C

Rev Form U-4 (03/2002)

15. SIGNATURE SECTION

Please Read Carefully

All signatures required on this Form U-4 filing must be made in this section

A "signature" includes a manual signature or an electronically transmitted equivalent. For purposes of an electronic form filing, a signature is effected by typing a name in the designated signature field. By typing a name in this field, the signatory acknowledges and represents that the entry constitutes in every way, use, or aspect, his or her legally binding signature

15A INDIVIDUAL/APPLICANT'S ACKNOWLEDGMENT AND CONSENT

15A This section must be completed on all initial or Temporary Registration form filings.

15B FIRM/APPROPRIATE SIGNATORY REPRESENTATIONS

15B This section must be completed on all initial or Temporary Registration form filings.

15C TEMPORARY REGISTRATION ACKNOWLEDGMENT

15C This section must be completed on Temporary Registration form filings to be able to receive Temporary registration

15D INDIVIDUAL/APPLICANT'S AMENDMENT ACKNOWLEDGMENT AND CONSENT

15D This section must be completed on any amendment filing that amends any information in Section 14 (Disclosure Questions) or any Disclosure Reporting Page (DRP)

15E FIRM/APPROPRIATE SIGNATORY AMENDMENT REPRESENTATIONS

15E This section must be completed on all amendment form filings.

15F FIRM/APPROPRIATE SIGNATORY CONCURRENCE

15F This section must be completed to concur with a U4 filing made by another firm (IA/BD) on behalf of an individual that is also registered with that other firm (IA/BD)

15A. INDIVIDUAL/APPLICANT'S ACKNOWLEDGMENT AND CONSENT

1 I swear or affirm that I have read and understand the items and instructions on this form and that my answers (including attachments) are true and complete to the best of my knowledge. I understand that I am subject to administrative, civil or criminal penalties if I give false or misleading answers.

2 I apply for registration with the *jurisdictions* and SROs indicated in Section 4 (SRO REGISTRATION) and Section 5 (JURISDICTION REGISTRATION) as may be amended from time to time and, in consideration of the *jurisdictions* and SROs receiving and considering my application, I submit to the authority of the *jurisdictions* and SROs and agree to comply with all provisions, conditions and covenants of the statutes, constitutions, certificates of incorporation, by-laws and rules and regulations of the *jurisdictions* and SROs as they are or may be adopted, or amended from time to time. I further agree to be subject to and comply with all requirements, rulings, orders, directives and decisions of, and penalties, prohibitions and limitations imposed by the *jurisdictions* and SROs, subject to right of appeal or review as

provided by law.

3. I agree that neither the *jurisdictions* or *SROs* nor any person acting on their behalf shall be liable to me for action taken or omitted to be taken in official capacity or in the scope of employment, except as otherwise provided in the statutes, constitutions, certificates of incorporation, by-laws or the rules and regulations of the *jurisdictions* and *SROs*

4. I authorize the *jurisdictions*, *SROs*, and the *designated entity* to give any information they may have concerning me to any employer or prospective employer, any federal, state or municipal agency, or any other *SRO* and I release the *jurisdictions*, *SROs*, and the *designated entity*, and any person acting on their behalf from any and all liability of whatever nature by reason of furnishing such information

5. I agree to arbitrate any dispute, claim or controversy that may arise between me and my *firm*, or a customer, or any other person, that is required to be arbitrated under the rules, constitutions, or by-laws of the *SROs* indicated in Section 4 (*SRO REGISTRATION*) as may be amended from time to time and that any arbitration award rendered against me may be entered as a judgment in any court of competent *jurisdiction*

6. For the purpose of complying with the laws relating to the offer or sale of securities or commodities or investment advisory activities, I irrevocably appoint the administrator of each *jurisdiction* indicated in Section 5 (*JURISDICTION REGISTRATION*) as may be amended from time to time, or such other person designated by law, and the successors in such office, my attorney upon whom may be served any notice, process, pleading, subpoena or other document in any action or *proceeding* against me arising out of or in connection with the offer or sale of securities or commodities, or investment advisory activities or out of the violation or alleged violation of the laws of such *jurisdictions*. I consent that any such action or *proceeding* against me may be commenced in any court of competent *jurisdiction* and proper venue by service of process upon the appointee as if I were a resident of, and had been lawfully served with process in the *jurisdiction*. I request that a copy of any notice, process, pleading, subpoena or other document served hereunder be mailed to my current residential address as reflected in this form or any amendment thereto.

7. I consent that the service of any process, pleading, subpoena, or other document in any *investigation* or administrative *proceeding* conducted by the SEC, CFTC or a *jurisdiction* or in any civil action in which the SEC, CFTC or a *jurisdiction* are plaintiffs, or the notice of any *investigation* or *proceeding* by any *SRO* against the *applicant*, may be made by personal service or by regular, registered or certified mail or confirmed telegram to me at my most recent business or home address as reflected in this Form U-4, or any amendment thereto, by leaving such documents or notice at such address, or by any other legally permissible means

8. I further stipulate and agree that any civil action or administrative *proceeding* instituted by the SEC, CFTC or a *jurisdiction* may be commenced by the service of process as described herein, and that service of an administrative subpoena shall be effected by such service, and that service as aforesaid shall be taken and held in all courts and administrative tribunals to be valid and binding as if personal service thereof had been made.

I authorize all my employers and any other person to furnish to any *jurisdiction*, *SRO*, *designated entity*, employer, prospective employer, or any agent acting on its behalf, any information they have, including without limitation my creditworthiness, character, ability, business activities, educational background, general reputation, history of my employment and, in the case of former employers, complete reasons for my termination. Moreover, I release each employer, former employer and each other person from any and all liability, of whatever nature, by reason of furnishing any of the above information, including that information reported on the Uniform Termination Notice for Securities Industry Registration (Form U-5). I recognize that I may be the subject of an investigative consumer report and waive any requirement of notification with respect to any investigative consumer report ordered by any *jurisdiction*, *SRO*, *designated entity*, employer, or prospective employer. I understand that I have the right to request complete and accurate disclosure by the *jurisdiction*, *SRO*, *designated entity*, employer or prospective employer of the nature and scope of the requested investigative consumer report.

I understand and certify that the representations in this form apply to all employers with whom I seek registration as indicated in Section 1 (GENERAL INFORMATION) or Section 6 (REGISTRATION REQUESTS WITH AFFILIATED FIRMS) of this form. I agree to update this form by

9 causing an amendment to be filed on a timely basis when
the extent any information previously submitted is not an

I authorize any employer or prospective employer to file

10. I certify that I have reviewed and approved +
thereto; I certify that I have reviewed and approved +

I agree that I will review and approve all disclosures:

objection to the admissibility of the electronically filed

Applicant or applicant's agent has typed applicant's name
Applicant recognizes that this typed name constitutes, in

attest to the completeness and accuracy of this record. The
 I, _____, _____, his or her legally binding signature

Date (MM/DD/YYYY)
12/13/2002

Signature of Applicant
JAMES A MILNES

Signature

115B. FIRM/APPROPRIATE SIGNATORY REPRESENTATIONS

To the best of my knowledge and belief, the *applicant* is currently bonded where required, and, at the time of approval, will be familiar with the statutes, constitution(s), rules and by-laws of the agency, *jurisdiction* or *SRO* with which this application is being filed, and the rules governing registered persons, and will be fully qualified for the position for which application is being made herein. I agree that, notwithstanding the approval of such agency, *jurisdiction* or *SRO* which hereby is requested, I will not employ the *applicant* in the capacity stated herein without first receiving the approval of any authority that may be required by law.

This firm has communicated with all of the applicant's previous employers for the past three years and has documentation on file with the names of the persons contacted and the date of contact. In addition, I have taken appropriate steps to verify the accuracy and completeness of the information contained in and with this application.

I have provided the *applicant* an opportunity to review the information contained herein and the *applicant* has approved this information and signed the Form U-4

Date (MM/DD/YYYY)
12/13/2002

Signature of Approver
JOHN R. PIERCE, JR.

Printed Name

15C. TEMPORARY REGISTRATION ACKNOWLEDGMENT

Temporary Registration to conduct securities business in that jurisdiction or SRO if this acknowledgment is executed and filed with the Form U-4 at the *applicant's firm*

This acknowledgment must be signed only if the *applicant* intends to apply for a Temporary Registration while the application for registration is under review.

I request a Temporary Registration in each jurisdiction, and/or SRO requested on this Form U-4, while my registration with the jurisdiction(s) and/or SRO(s) requested is under review;

I am requesting a Temporary Registration with the *firm* filing on my behalf for the *jurisdiction(s)* and/or *SRO(s)* noted in Section 4 (SRO REGISTRATION) and/or Section 5 (JURISDICTION REGISTRATION) of this Form U-4.

I understand that I may request a Temporary Registration only in those jurisdiction(s) and/or SRO(s) in which I have been registered with my prior firm within the previous 30 days,

I understand that I may not engage in any securities activities requiring registration in a jurisdiction and/or SRO until I have received notice from the CRD or IARD that I have been granted a Temporary Registration in that jurisdiction and/or SRO;

I agree that until the Temporary Registration has been replaced by a registration, any jurisdiction and/or SRO in which I have applied for registration may withdraw the Temporary Registration,

If a jurisdiction or SRO withdraws my Temporary Registration, my application will then be held pending in that jurisdiction and/or SRO until its review is complete and the registration is granted or denied, or the application is withdrawn;

I understand and agree that, in the event my Temporary Registration is withdrawn by a jurisdiction and/or SRO, I must immediately cease any securities activities requiring a registration in that jurisdiction and/or SRO until it grants my registration;

I understand that by executing this Acknowledgment I am agreeing not to challenge the withdrawal of a Temporary Registration; however, I do not waive any right I may have in any jurisdiction and/or SRO with respect to any decision by that jurisdiction and/or SRO to deny my application for registration.

Date (MM/DD/YYYY)
12/13/2002

Signature of Applicant
JAMES A. MILNES, JR.

Printed Name James A. Milnes, Jr.

CRIMINAL DRP	Rev Form U-4 (03/2002)
No Information Filed	

REGULATORY ACTION DRP	Rev Form U-4 (03/2002)
No Information Filed	

CIVIL JUDICIAL DRP	Rev Form U-4 (03/2002)
No Information Filed	

CUSTOMER COMPLAINT DRP	Rev Form U-4 (03/2002)
No Information Filed	

TERMINATION DRP	Rev Form U-4 (03/2002)

Web CRD » U4 Print Preview - Ref # 2925815075639BED » All Sections

No Information Filed

Rev Form U-4 (03/2002)

INVESTIGATION DRP

No Information Filed

Rev Form U-4 (03/2002)

BANKRUPTCY/SIPC/COMPROMISE WITH CREDITORS DRP

No Information Filed

Rev Form U-4 (03/2002)

BOND DRP

No Information Filed

Rev Form U-4 (03/2002)

JUDGMENT LIEN DRP

No Information Filed

ATTACHMENT A

(Please read, sign and return to the Registration Department with your Form U-4)

3080. Disclosure to Associated Persons When Signing Form U-4

A member shall provide an associated person with the following written statement whenever the associated person is asked to sign a new or amended Form U-4

The Form U-4 contains a predispute arbitration clause. It is in item 5 on page 4 of the Form U-4. You should read that clause now. Before signing the Form U-4, you should understand the following

- (1) You are agreeing to arbitrate any dispute, claim or controversy that may arise between you and your firm, or a customer, or any other person, that is required to be arbitrated under the rules of the self-regulatory organizations with which you are registering. This means you are giving up the right to sue a member, customer, or another associated person in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (2) A claim alleging employment discrimination, including a sexual harassment claim, in violation of a statute is not required to be arbitrated under the NASD rules. Such a claim may be arbitrated at the NASD only if the parties have agreed to arbitrate it, either before or after the dispute arose. The rules of other arbitration forums may be different.
- (3) Arbitration awards are generally final and binding, a party's ability to have a court reverse or modify an arbitration award is very limited.
- (4) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (5) The arbitrators do not have to explain the reason(s) for their award.
- (6) The panel of arbitrators may include arbitrators who were or are affiliated with the securities industry, or public arbitrators, as provided by the rules of the arbitration forum in which a claim is filed.
- (7) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

Date

12/30/02

Signed

James A. Milnes, Jr.

Print Name

JAMES A. MILNES, JR.

OFFICE OF GENERAL COUNSEL
REGISTRATION DEPT.
2002 DEC 31 PM 12:50

EXHIBIT "C"

**Award
FINRA Dispute Resolution**

In the Matter of the Arbitration Between:

Merrill Lynch, Pierce, Fenner & Smith Incorporated (Claimant) vs. James A. Milnes

Case Number: 09-05711

Hearing Site: Philadelphia, Pennsylvania

Nature of the Dispute: Member vs. Associated Person.

REPRESENTATION OF PARTIES

Claimant Merrill Lynch, Pierce, Fenner & Smith Incorporated, hereinafter referred to as "Claimant": Amy Fritsky, Esq., Rubin Fortunato & Harbison P.C., Paoli, PA.

Respondent James A. Milnes, hereinafter referred to as "Respondent": John E. MacDonald, Esq., Constangy Brooks & Smith LLP, Princeton, NJ.

CASE INFORMATION

Statement of Claim filed on or about: October 2, 2009.
Reply to Counterclaim filed on or about: August 30, 2010.
Claimant signed the Submission Agreement: September 18, 2009.

Statement of Answer filed by Respondent on or about: January 5, 2010.
First Amended Statement of Answer and Counterclaim filed on or about:
July 16, 2010.
Respondent signed the Submission Agreement: September 18, 2009.

CASE SUMMARY

Claimant asserted the following causes of action: breach of promissory note and unjust enrichment.

Unless specifically admitted in his Answer, Respondent denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

Respondent asserted the following causes of action in his Counterclaim: breach of contract, negligent supervision, tortious interference with economic advantage, fraud, and violation of the Pennsylvania Wage Payment and Collection Act.

Unless specifically admitted in its Reply to Counterclaim, Claimant denied the allegations made in the Counterclaim and asserted various affirmative defenses.

FINRA Dispute Resolution
Arbitration No. 09-05711
Award Page 2 of 5

RELIEF REQUESTED

In the Statement of Claim, Claimant requested payment of the outstanding balance of the promissory note in the amount of \$134,204.50, interest in the amount of 4.75 % per annum from September 15, 2008 through such date as the principal and interest are fully paid, attorney's fees and costs, and any additional relief the Panel deems just and appropriate.

Respondent requested that the Panel deny the Statement of Claim and that the Panel grant judgment of the Counterclaim in an amount exceeding \$150,000.00, costs, and such other relief as the Panel deems equitable.

In its Reply to the Counterclaim, Claimant requested that Respondent's Counterclaim be denied in its entirety, that all costs be assessed against Respondent.

OTHER ISSUES CONSIDERED AND DECIDED

The Arbitrators acknowledge that they have each read the pleadings and other materials filed by the parties.

By Order dated February 2, 2011, the Panel deferred decision on Claimant's Motion for Sanctions until the hearing. After due deliberation, the Panel granted Claimant's Motion for Sanctions.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent is liable for and shall pay to Claimant compensatory damages in the amount of \$134,204.50.
2. Respondent is liable for and shall pay to Claimant interest in the amount of \$18,018.72, representing interest at the rate of 4.75% per annum from September 15, 2008 to July 13, 2011.
3. Respondent is liable for and shall pay to Claimant attorneys' fees in the amount of \$81,758.21 pursuant to the terms of the Promissory Note. The Panel determined that a certain number of hours were excessive and were deducted from the total amount claimed by Claimant.
4. Respondent's Counterclaim is denied in its entirety.
5. Any and all relief not specifically addressed herein is denied.

FINRA Dispute Resolution
 Arbitration No. 09-05711
Award Page 3 of 5

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

FINRA Dispute Resolution assessed a filing fee* for each claim:

Initial claim filing fee	= \$2,125.00
Counterclaim filing fee	= \$1,425.00

**The filing fee is made up of a non-refundable and a refundable portion.*

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. Accordingly, as a party, Merrill Lynch, Pierce, Fenner & Smith Incorporated, is assessed the following:

Member surcharge	= \$1,700.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,750.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

April 25, 2011 adjournment by Claimant	= \$1,125.00
--	--------------

1. The Panel assessed \$562.50 of the adjournment fees to Claimant.
2. The Panel has assessed \$562.50 of the adjournment fees to Respondent.

June 14, 2011 adjournment by Respondent	Waived
---	--------

Discovery-Related Motion Fees

Fees apply for each decision rendered on a discovery-related motion.

One (1) Decision on discovery-related motion on the papers with one(1) arbitrator @ \$200.00	= \$200.00
Claimant submitted one (1) discovery-related motion	
<u>Total Discovery-Related Motion Fees</u>	<u>= \$200.00</u>

The Panel has assessed \$200.00 of the discovery-related motion fees to Claimant.

Hearing Session Fees and Assessments

The Panel has assessed hearing session fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrator that last four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel @ \$1,125.00/session	= \$1,125.00
Pre-hearing conference: May 7, 2010 1 session	

646 625 6111

05:35:26 p.m. 09-08-2011

8 / 13

FINRA Dispute Resolution
Arbitration No. 09-05711
Award Page 4 of 5

Six (6) Hearing sessions with Panel @ \$1,125.00/session	= \$6,750.00
Hearing Date: February 7, 2011 2 sessions	
February 8, 2011 2 sessions	
July 13, 2011 2 sessions	
<hr/> Total Hearing Session Fees	<hr/> = \$7,875.00

1. The Panel has assessed \$3,937.50 of the hearing session fees to Claimant.
2. The Panel has assessed \$3,937.50 of the hearing session fees to Respondent.

All balances are payable to FINRA Dispute Resolution and are due upon receipt.

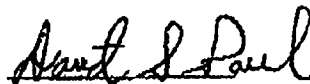
FINRA Dispute Resolution
Arbitration No. 09-05711
Award Page 5 of 5

ARBITRATION PANEL

David S. Paul	-	Public Arbitrator, Presiding Chairperson
Gregory Hunter Mathews	-	Public Arbitrator
Robert Alan Mayer	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument which is my award.

Concurring Arbitrators' Signatures


David S. Paul
Public Arbitrator, Presiding Chairperson

9/7/11
Signature Date

Gregory Hunter Mathews
Public Arbitrator

Signature Date

Robert Alan Mayer
Non-Public Arbitrator

Signature Date

September 8, 2011

Date of Service (For FINRA Dispute Resolution use only)

646 625 6111

05:35:48 p.m. 09-08-2011

10/13

FINRA Dispute Resolution
Arbitration No. 09-05711
Award Page 5 of 5

ARBITRATION PANEL

David S. Paul	-	Public Arbitrator, Presiding Chairperson
Gregory Hunter Mathews	-	Public Arbitrator
Robert Alan Mayer	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument which is my award.

Concurring Arbitrators' Signatures

David S. Paul
Public Arbitrator, Presiding Chairperson

Signature Date


Gregory Hunter Mathews
Public Arbitrator

9-6-11
Signature Date

Robert Alan Mayer
Non-Public Arbitrator

Signature Date

September 8, 2011

Date of Service (For FINRA Dispute Resolution use only)

FINRA Dispute Resolution
Arbitration No. 09-05711
Award Page 5 of 5

ARBITRATION PANEL

David S. Paul	-	Public Arbitrator, Presiding Chairperson
Gregory Hunter Mathews	-	Public Arbitrator
Robert Alan Mayer	-	Non-Public Arbitrator

I, the undersigned Arbitrator, do hereby affirm that I am the individual described herein and who executed this instrument which is my award.

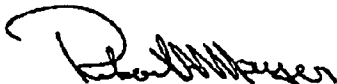
Concurring Arbitrators' Signatures

David S. Paul
Public Arbitrator, Presiding Chairperson

Signature Date

Gregory Hunter Mathews
Public Arbitrator

Signature Date



Robert Alan Mayer
Non-Public Arbitrator

9/5/11

Signature Date

September 8, 2011

Date of Service (For FINRA Dispute Resolution use only)

EXHIBIT "D"



Print

13904. Awards

The Industry Code applies to claims filed on or after April 16, 2007. In addition, the list selection provisions of the Industry Code apply to previously filed claims in which a list of arbitrators must be generated after April 16, 2007; in these cases, however, the claim will continue to be governed by the remaining provisions of the old Code unless all parties agree to proceed under the new code.

(a) All awards shall be in writing and signed by a majority of the arbitrators or as required by applicable law. Such awards may be entered as a judgment in any court of competent jurisdiction.

(b) Unless the applicable law directs otherwise, all awards rendered under the Code are final and are not subject to review or appeal.

(c) The Director will serve a copy of the award on each party or the representative of the party. The Director will serve the award by using any method available and convenient to the parties and the Director, and that is reasonably expected to cause the award to be delivered to all parties, or their representative, on the same day. Methods the Director may use include, but are not limited to, first class, registered or certified mail, hand delivery, and facsimile or other electronic transmission.

(d) The panel shall endeavor to render an award within 30 business days from the date the record is closed.

(e) The award shall contain the following:

- The names of the parties;
- The name of the parties' representatives, if any;
- An acknowledgement by the arbitrators that they have each read the pleadings and other materials filed by the parties;
- A summary of the issues, including the type(s) of any security or product, in controversy;
- The damages and other relief requested;
- The damages and other relief awarded;
- A statement of any other issues resolved;
- The allocation of forum fees and any other fees allocable by the panel;
- The names of the arbitrators;
- The dates the claim was filed and the award rendered;
- The number and dates of hearing sessions;
- The location of the hearings; and
- The signatures of the arbitrators.

(f) The award may contain a rationale underlying the award.

(g) Explained Decisions

(1) This paragraph (g) applies only when all parties jointly request an explained decision.

(2) An explained decision is a fact-based award stating the general reason(s) for the arbitrators' decision. Inclusion of legal authorities and damage calculations is not required.

(3) Parties must make any request for an explained decision no later than the time for the prehearing exchange of documents and witness lists under Rule 13514(d).

(4) The chairperson of the panel will be responsible for writing the explained decision.

(5) The chairperson will receive an additional honorarium of \$400 for writing the explained decision, as required by this paragraph (g). The panel will allocate the cost of the chairperson's honorarium to the parties as part of the final award.

(6) This paragraph (g) will not apply to simplified cases decided without a hearing under Rule 13800 or to default cases conducted under Rule 13801.

(h) All awards shall be made publicly available.

(i) Fees and assessments imposed by the arbitrators under the Code shall be paid immediately upon the receipt of the award by the parties. Payment of such fees shall not be deemed ratification of the award by the parties.

(j) All monetary awards shall be paid within 30 days of receipt unless a motion to vacate has been filed with a court of competent jurisdiction. An award shall bear interest from the date of the award:

- If not paid within 30 days of receipt;
- If the award is the subject of a motion to vacate which is denied; or
- As specified by the panel in the award.

Interest shall be assessed at the legal rate, if any, then prevailing in the state where the award was rendered, or at a rate set by the arbitrator(s).

Amended by SR-FINRA-2009-026 eff. Apr. 17, 2009.
Amended by SR-FINRA-2008-051 eff. Apr. 13, 2009.
Amended by SR-FINRA-2008-021 eff. Dec. 15, 2008.
Adopted by SR-NASD-2004-011 eff. Apr. 16, 2007.

Selected Notice: 07-07, 08-57, 09-16.

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EXHIBIT "E"



VIA FACSIMILE AND MAIL

September 8, 2011

Christian Choi, Esq.
Rubin Fortunato & Harbison P.C.
10 South Leopard Road
Paoli, PA 19301

Subject: FINRA Dispute Resolution Arbitration Number 09-05711
Merrill Lynch, Pierce, Fenner & Smith Incorporated vs. James A. Milnes

Dear Mr. Choi:

In accordance with the Code of Arbitration Procedure I enclose the decision reached by the arbitrator(s) in the above-referenced matter.

Responsibility to Pay Monetary Award

Pursuant to the Code of Arbitration Procedure¹ the responsible party must pay any monetary awards within 30 days of receipt unless a motion to vacate has been filed with a court of competent jurisdiction. If an award is not paid within 30 days, the responsible party must pay post-judgment interest at the legal rate or as provided in the award by the arbitrator(s).

Tracking Payment of Award

FINRA Dispute Resolution has implemented a system of monitoring and tracking compliance with arbitration awards by members and associated persons. We request prevailing claimants to notify us in writing when their awards have not been paid within 30 days of receipt of the award, and require member firms to certify in writing that they have complied with awards against them or their associated persons.

Written notification concerning award compliance or lack thereof must be directed to:

David Carey
FINRA Dispute Resolution
One Liberty Plaza
165 Broadway, 52nd Floor

¹Customer Code Rule 12904
Industry Code Rule 13904
Old Code Rule 10330(h)

New York, NY 10006
212-858-4333 (tel) 301-527-4706 (fax)

Expedited Suspension Proceedings for Non-Payment of Awards

Members and associated persons who do not comply with an award in a timely manner are subject to expedited suspension proceedings as set forth in Rule 9554.

Right to File Motion to Vacate Award

All awards are **final** and are not subject to review or appeal by the arbitration panel or by FINRA Dispute Resolution. Any party wishing to challenge the award must make a motion to vacate the award **in a federal or state court** of appropriate jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. § 10, or applicable state statute. There are limited grounds for vacating an arbitration award, and a party must bring a motion to vacate within the time period specified by the applicable statute. Parties and counsel should consult federal and state statutes and case law to determine the appropriate court, standards, and time limitations in their individual circumstances. FINRA Dispute Resolution is not authorized to provide legal advice concerning a motion to vacate.

A motion to vacate, confirm, or modify an arbitration award is a matter only between the parties to the arbitration. FINRA Dispute Resolution is not a proper party to post-award motions and should not be named as a party to any post-award motion. However, for cases filed on or after April 12, 2004, if the award contains expungement relief, or if a party seeks expungement relief in court, there may be a duty to name FINRA as a party as provided in Rule 2080.

Questions Concerning Award

Please direct any questions regarding this award to me. Please note that requests for disciplinary referrals, as well as the panels' decisions on the requests, will not be reflected in awards. **The parties must not contact the arbitrators directly.**

Forum Fees

You will receive under separate cover an invoice that reflects the fees assessed and any outstanding balance or refund due. **Fees are due and payable to FINRA Dispute Resolution upon receipt of the invoice and remitted to the address specified on the invoice.**

Any applicable refunds will also be sent under separate cover approximately 45 days after the case closes. Pursuant to the Code of Arbitration Procedure, "Any refunds of fees or costs incurred under the Code will be paid directly to the named parties, even if a non-party made payment on behalf of the named parties."²

All questions regarding payment of fees and refunds should be directed to FINRA Finance at (240) 386-5910.

Arbitration Evaluation

² Customer Code Rule 12902(e)
Industry Code Rule 13902(e)

As a service organization, the primary goals of FINRA Dispute Resolution are the integrity of its process and the satisfaction of its clients. To ensure that we are meeting your needs and satisfying our commitment to you, **we need to hear from you.** If you have not already done so, please take the time to complete an evaluation of our services, the process, and the arbitrator(s) assigned to your case. For your convenience, we have now made it possible for you to evaluate our services using the Internet. Please direct your Web browser to <http://www.finra.org/arbevaluation>.

If you do not have Internet access, or have difficulty completing the evaluation form online, we will send a hard copy evaluation form to you. The completed evaluation form should be mailed in to the address indicated below. If you need a hard copy of the evaluation form, please contact the undersigned. Whenever possible, however, we encourage you to use the new online version, as it will help us to review your feedback in a more expeditious manner. Your feedback is a valuable and necessary component in our efforts to serve you better.

Very truly yours,



Vanier Martin
Case Administrator
Phone: 212-858-4200
Fax: 301-527-4873
NEProcessingCenter@finra.org

VM:adg:LC09A
idr: 08/05/2011

RECIPIENTS:

Christian Choi, Esq., Merrill Lynch Pierce Fenner & Smith Inc.
Rubin Fortunato & Harbison P.C., 10 South Leopard Road, Paoli, PA 19301

John E. MacDonald, Esq., James Anthony Milnes
Constangy Brooks & Smith LLP, 100 Overlook Center, 2nd Floor, Princeton, NJ 08540

EXHIBIT "F"



VIA FACSIMILE AND MAIL

September 8, 2011

COPY -- SEE RECIPIENT LIST

Subject: FINRA Dispute Resolution Arbitration Number 09-05711
Merrill Lynch, Pierce, Fenner & Smith Incorporated vs. James A. Milnes

Dear Mr. MacDonald:

An arbitration Panel issued the enclosed award ordering you, or your client(s), to pay monetary damages or provide other relief to a party in the above-referenced matter.

Please be aware that the Code of Arbitration Procedure¹ provides as follows:

All monetary awards shall be paid within thirty (30) days of receipt unless a motion to vacate has been filed with a court of competent jurisdiction. An award shall bear interest from the date of the award: (1) if not paid within thirty (30) days of receipt, (2) if the award is the subject of a motion to vacate which is denied, or (3) as specified by the arbitrator(s) in the award. Interest shall be assessed at the legal rate, if any, then prevailing in the state where the award was rendered, or at a rate set by the arbitrator(s).

FINRA Dispute Resolution has implemented a system of monitoring and tracking compliance with arbitration awards by members and associated persons. Therefore, we request prevailing claimants to notify us in writing when their awards have not been paid within 30 days of receipt of the award, and require member firms to certify in writing that they have complied with awards against them or their associated persons.

Members must notify FINRA Dispute Resolution in writing, within 30 days of receipt of the award, whether or not they or their associated persons have complied with the award. The 30-day period ends on: October 10, 2011 Associated persons who have changed employment since the arbitration claim was filed are required to notify FINRA Dispute Resolution directly regarding the payment status of any awards against them. Please review Notice to Members 00-55 for more information on the notification requirement and the sanctions for noncompliance.

All awards are **final** and are not subject to review or appeal by the arbitration panel or by FINRA Dispute Resolution. Any party wishing to challenge the award must make a motion to vacate the

¹Customer Code Rule 12904(i)
Industry Code Rule 13904(i)
Old Code Rule 10330(h)

award in a federal or state court of appropriate jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. § 10, or applicable state statute. There are limited grounds for vacating an arbitration award, and a party must bring a motion to vacate within the time period specified by the applicable statute. Parties and counsel should consult federal and state statutes and case law to determine the appropriate court, standards, and time limitations in their individual circumstances. A motion to vacate, confirm, or modify an arbitration award is a matter only between the parties to the arbitration. FINRA Dispute Resolution is not a proper party to post-award motions and should not be named as a party to any post-award motion.

Please direct any questions regarding this award to me. **The parties must not contact the arbitrators directly.**

Please forward any questions or correspondence concerning the monitoring and tracking of arbitration awards and/or payment of awards to:

David Carey
FINRA Dispute Resolution
One Liberty Plaza
165 Broadway, 52nd floor
New York, NY, 10006

You may also contact him by telephone at 212-858-4333, fax at 301-527-4706, or e-mail at david.carey@finra.org.

Very truly yours,

Vanier Martin
Case Administrator
Phone: 212-858-4200
Fax: 301-527-4873
NEProcessingCenter@finra.org

VM:adg: LC09X
idr: 08/05/2011

CC:

Christian Choi, Esq., Merrill Lynch Pierce Fenner & Smith Inc.
Rubin Fortunato & Harbison P.C., 10 South Leopard Road, Paoli, PA 19301

RECIPIENTS:

John E. MacDonald, Esq., James Anthony Milnes
Constangy Brooks & Smith LLP, 100 Overlook Center, 2nd Floor, Princeton, NJ 08540